

## WARRANTY DEED

We: REGINALD E. BIZIER and DOLLIS H. BIZIER, of Vassalboro  
County of Kennebec, in the State of Maine

(Being married), for consideration paid,

023795

grant to DAVID R. VASHON and ANN M. VASHON,  
of Portland, Cumberland County, State of Maine,

TRANSFER  
TAX  
PAID

as joint tenants, and not tenants in common,

whose mailing address is: 3 May St., Portland, ME 04102

with WARRANTY COVENANTS

A certain lot or parcel of land situated in WATERVILLE,  
County of Kennebec and State of Maine, more particularly  
described as follows, to wit:

Being Lot #3 on Ashley Terrace (the metes and bounds as  
shown on said plan which relate to the above described Lot are  
incorporated herein by reference), all as shown on a Final  
Subdivision Plan of Property of Reginald E. & Dollis H. Bizier,  
Upper Main Street, Waterville, Maine as surveyed by K & K Land  
Surveyors, Inc. Oakland, Maine, which plan is recorded in  
Kennebec Registry of Deeds File #E-87032 and as approved by the  
City of Waterville Planning Board on February 23, 1987 and  
recorded on March 5, 1987.

THIS CONVEYANCE IS MADE SUBJECT, to the following  
restrictions which shall be binding upon the said Grantee and  
all persons and others claiming or holding under or through said  
Grantee and said restrictions shall be deemed as covenants  
running with the title of said land, viz:

1. That no house for more than one family shall be built  
upon said lot and that no dwelling house costing less than  
\$75,000, exclusive of landscaping and other improvements, shall  
be built upon said lot.

2. Any wall of any residence or other outbuildings,  
including garages, but excluding bay windows and steps, erected  
on said lot shall not be erected nearer than 65 feet from the  
street line on which said residence faces, nor nearer than 45  
feet from the said lines of said lot.

3. Said lot shall be used for residential purposes only,  
excepting home professions such as Doctor, Lawyer, Engineer,  
Contactor, Architect, Teacher, Artist, Realtor, Insurance Agent,  
or other similar professional persons, providing a service,  
shall be allowed. The sale of goods is permitted only when  
incidental to the providing of a service.

4. Signs will be permitted only at homes where a home  
profession exists. No sign will be larger than 16" x 24" for  
identification of home professions.

5. No more than one residence and the outbuildings  
thereof, such as a garage, shall occupy said lot or any part  
thereof.

6. Said lot shall not be subdivided or sold or leased in  
parcels.

7. Said lot or any buildings at anytime situated on said  
lot shall not be used for business or manufacturing purposes,  
except as noted in Section 3.

8. No placards or advertising signs, other than as noted  
or relative to the sale or leasing of said lot shall be erected  
or maintained on said lot or in any building thereon.

9. No fences or construction of any kind, other than a

dwelling, garage or appurtenances shall at any time be erected in any position to interfere with the view from residents on adjoining lots.

10. No cows, horses, goats, swine, hens or any other animals other than domestic pets shall be kept or maintained on said lot or any buildings thereon.

11. If any owners of two or more contiguous lots desire to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing restrictions shall be construed as applying to a single lot.

12. Motor homes, boat trailers, or any other trailer or cars under repair or restoration shall not be parked anywhere within 125' from the street line of the lot.

13. No commercial kennels may be placed on the premises. Kennels for the grantees' dogs must be located to the rear of the house or outbuildings.

14. Firewood or logs may not be piled to the front of a line from the face of the principal building on said lot.

15. Grantors herein, their heirs or assigns shall not be bound to enforce the above covenants.

This conveyance is also subject, however, to easements to Central Maine Power Company and the Kennebec Water District as recorded in Book 566 Page 587 and Book 606 Page 137.

Meaning and intending to convey the same premises described in a deed from Gomer S. Dillon, Jr. to the herein grantors recorded in Kennebec Registry of Deeds Book 3108 Page 239 (a corrective deed for Book 3027 Page 239).

AND REGINALD E. BIZIER, and DOLLIS H. BIZIER, husband and wife, both joining as grantors and releasing all rights by descent and all other rights.

WITNESS our hand and seal this 14<sup>th</sup> day of September, 1987.

Nancy L. Perkins  
Witness

D. Rath  
Witness

Reginald E. Bizier  
REGINALD E. BIZIER

Dollis H. Bizier  
DOLLIS H. BIZIER

State of Maine, Kennebec, ss. September 14, 1987

Then personally appeared the above named REGINALD E. BIZIER and DOLLIS H. BIZIER and acknowledged the foregoing instrument to be their free act and deed, Before me,

Nancy L. Perkins  
Nancy L. Perkins  
Notary Public

RECEIVED KENNEBEC SS.

1987 SEP 16 AM 9:00

RECORDED FROM ORIGINAL